



Certificate of Cover

Allied Health Liabilities Group Insurance Policy

Date of issue:**Eligible member:**

This Certificate of Cover confirms that the Policy specified is current for the Period of Cover, subject to the Policy terms, conditions and exclusions. Changes to the Policy may take place after this certificate has been issued.

Policy Number	P00245171
Insurer	Guild Insurance Limited
Policy Type	Allied Health Liabilities Group Insurance Policy
Policy Wording	GLD114228 06/2021
Insured	Eligible members of Australian Society of Medical Imaging and Radiation Therapy
Period of Cover	30/06/2021 – 30/06/2022 at 4:00pm
Professional Services	The provision of services by medical radiation practitioners
Business	The provision of services by medical radiation practitioners
Professional Indemnity	
Limit of Liability:	\$20,000,000 any one Claim per Eligible Member \$60,000,000 in the aggregate any one Period of Cover per Eligible Member \$25,000 Court Attendance Costs sub-limit \$50,000 Data Breach Fines & Penalties sub-limit \$50,000 Data Breach Notification Costs sub-limit \$250,000 Inquiries and Proceedings sub-limit \$500,000 Loss of Documents sub-limit \$100,000 Public Relations Costs sub-limit \$250,000 Statutory Liability sub-limit \$2,500 Therapy and Counselling Expenses sub-limit \$5,000 Trauma Counselling sub-limit
Excess (costs inclusive):	\$1,000 Data Breach Fines & Penalties \$1,000 Data Breach Notification Costs \$20,000 Molestation Defence Costs \$1,000 Public Relations Cost
Public and Products Liability	
Public Liability/Limit of Liability:	\$20,000,000 any one Claim per Insured \$60,000,000 in the aggregate any one Period of Cover per Eligible Member \$250,000 Care, Custody or Control sub-limit
Products Liability/Limit of Liability:	\$20,000,000 any one Claim per Insured \$20,000,000 in the aggregate any one Period of Cover per Eligible Member
Basis of Cover	Claims Made

Retroactive Date	Unlimited
Territorial Limit	Worldwide
Jurisdictional Limit	Australia and New Zealand
Basic Excess (cost inclusive)	Nil unless otherwise stated

Changes to Your standard Cover

Endorsements attaching to and forming part of the Policy:

Section – Professional Indemnity – Additional Benefits

Molestation Defence Costs Cover

Notwithstanding general exclusions 'Fraudulent, Dishonest, Criminal, Malicious or Wilful or Intentional Acts' and 'Molestation Exclusion', We will to the extent permitted at law, Cover You for Your Defence Costs in respect of any Claim as a result of any actual or alleged molestation, interference with or abuse of persons by You or Your Student Practitioner which arises directly from the conduct of the Professional Services, where such Claim is:

- a. first made against You or them during the Period of Cover and notified to Us during the Period of Cover; and
- b. You had in place the necessary protocols required by legislation to limit or prevent such molestation, interference or abuse at the time the molestation, interference or abuse occurred or is alleged to have occurred:

Provided that:

We will not Cover:

- i. You or any other person who has perpetrated or is alleged to have committed any such act of molestation, interference or abuse unless You or such other person has been acquitted or exonerated by final adjudication or judgment of the molestation, interference with or abuse of any person forming the subject matter of the Claim; or
- ii. You, if by any act or omission, You have committed or condoned such molestation, interference, or abuse:

Provided further that:

if it is found by way of an admission, judgment or adjudication that You did in fact commit or condone such molestation, interference or abuse, then We shall not have any duty to defend any such Claim brought against You or any other person and We shall cease to provide any Defence Costs.

The maximum We will pay for all Defence Costs Covered under this Endorsement is limited to \$250,000 during the Period of Cover. An Excess of \$20,000 costs inclusive will apply to each and every claim made under this Endorsement.

Section – General Exclusion

Molestation Exclusion

This Policy does not Cover and We will not be liable for any claim under this Policy for, directly or indirectly arising

out of or in any way connected with any assault, abuse, molestation, harassment, interference or discrimination, whether sexual or otherwise, of any person.

Section – Professional Indemnity – Additional Benefits

Temporary Leave of Absence

When, during the Period of Cover, You commence a Temporary Leave of Absence We will Cover You for Your civil liability in respect of any Claim as result of a breach of professional duty by You in the provision of the Professional Services;

Provided that:

- i. such Claim is first made against You and notified to Us on or after the commencement date of Your Temporary Leave of Absence;
- ii. We will only Cover You under this additional benefit for Claims in respect of any act, error, omission or conduct committed or alleged to have been committed by You prior to the commencement date of Your Temporary Leave of Absence;
- iii. We will only Cover You under this additional benefit for a period no longer than thirty (30) months immediately following the commencement date of Your Temporary Leave of Absence;
- iv. all Cover under this additional benefit shall cease immediately upon the cessation of Your Temporary Leave of Absence; and
- v. Cover shall only continue up to the expiry of the Period of Cover and is only in respect of Claims arising from an act, error, omission or conduct occurring whilst We were Your professional indemnity insurer.

For the purpose of this additional benefit:

'Temporary Leave of Absence' means:

You temporarily ceasing to practise the Professional Services and/ or conduct Your Business due to Your:

- a. maternity or paternity leave;
- b. illness or injury;
- c. study; or
- d. travel or holiday

